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Contract Database Metadata Elements

Title: **South Orangetown Central School District and South Orangetown Substitute Teachers Association (2005)**

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Union: **South Orangetown Substitute Teachers Association**

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TA9/6236

AGREEMENT

BY AND BETWEEN

SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

AND

**SOUTH ORANGETOWN SUBSTITUTE
TEACHERS ASSOCIATION**

JULY 1, 2005 - JUNE 30, 2009

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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Covers 161 employees

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2005, by and between the South Orangetown Central School District, hereinafter referred to as the "District", and the South Orangetown Substitute Teachers' Association, hereinafter referred to as "Substitute Teachers", for a term of four years ending June 30, 2009.

WHEREAS, the parties hereto recognition the duties and responsibilities imposed upon them by the Public Employees Fair Employment Act (Chapter 392 of the Laws of 1967) to negotiate in good faith with respect to wages, hours and other terms and conditions of employment; and

WHEREAS, both parties have negotiated in good faith and have reached a mutual understanding;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I RECOGNITION

- A. The District recognizes the South Orangetown Substitute Teachers Association as the sole and exclusive bargaining agent for substitute teachers (hereinafter referred to as "Substitute" and "Substitute Teacher", or "Union Member") by Board resolution on October 24, 1983.
- B. The District shall provide, in each building, a mailbox for the Substitute Teachers Association.

ARTICLE II GENERAL PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between the Board and Substitute Teachers and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the officially designated negotiation teams upon written notice of the desire to change.
- B. If any provision of this agreement or any application of the agreement to any substitute teacher or group of substitute teachers shall be found to be contrary to law, then the parties mutually agree to renegotiate the specific item found contrary to law.

ARTICLE III TERMS AND CONDITIONS OF EMPLOYMENT

- A. **SALARY.** Substitute teachers will be paid salaries in accordance with the schedule set forth in Article VII.
- A1. Classification for salary purposes will be based on the following criteria:

LEVEL X Days 1 - 20 days
Days 21+

July 1, 2005 through June 30, 2007 if a substitute teacher attains the 50 days of substitute pay and returns to substitute in the following year, his/her daily rate of pay would be the same based upon the 50 days of service performed during the last year (Day 21+). Effective July 1, 2007, "X" shall refer to the per diem substitute rate.

LEVEL Y 300 days in the last 6 years

Refers to any substitute teacher who accumulates 300 days in the last six years. They do

not need 50 days each year.

GRANDFATHER LEVEL Y

Refers to those substitute teachers hired prior to 7/1/94. They will never revert back to the salary of Level X, Days 1 - 21+. Grandfather Y status under this provision does not require the 6year/300 day service requirement applicable to those hired on or after July 1, 1994.

LEVEL Z DESIGNATED ASSIGNMENT (DAYS 1 - 40)

Becomes long-term assignment after 10 days if assigned by building administrator. It becomes the responsibility of the substitute teacher to notify the administrator on the seventh day. The salary shall be retroactive to Day 1. If a principal chooses to remove a substitute teacher from a particular assignment prior to day 10, the substitute shall receive a brief written explanation as to why he/she will not be continuing in that assignment.

Day 41+. Evaluation first by building administrator 10 days prior to day 41. If evaluation is satisfactory, substitute teacher moves to BA Step 2 of the EASO salary schedule, retroactive to Day 1.

Should there be a break in a designated long term assignment of four days or less (teacher returns and then is out again) and the same substitute teacher is reassigned, the long term rate continues to apply.

B. WORKDAY

- B1. If a substitute teacher is assigned an additional classroom duty beyond the six periods required, the substitute shall be paid at the same rate as a regular teacher.
- B2. A substitute teacher who accompanies a field trip and who does not return to school until

an hour after normal school departure time shall be paid an additional stipend of Fifteen (\$15.00) Dollars for each such occurrence.

- B3. A half-day substitute shall follow the schedule of the teacher for whom he or she is substituting. If required to teach more classes than the absent teacher's schedule, pay for such extra class or classes shall be at the period rate of pay set forth in the EASO Agreement. [This provision shall become effective upon ratification of the 2005-2009 Agreement – January 24, 2007.]
- B4. The number of assignments for substitutes at the secondary level is six (6). This can be any combination of classroom or administrative (building) assignments.
- B5. Secondary substitute teachers shall get additional compensation for anything beyond their sixth assignment.
- B6. All substitute teachers who are called in for a full day get paid for the entire day even if the day is shortened.
- B7. All substitute teachers who are called in for part of the day shall be paid for a minimum of three and one-half hours, but may be asked to stay for the whole day once they are at work, in which event they will be paid for the whole day.
- B8. If substitutes are asked to stay beyond the three and one-half hours, they get compensated for the entire day.

C. SUBSTITUTE CALL LIST

- C1. Substitute teachers will be canvassed for work in the following order:
- a. Preferred Substitute List (excessed teachers);
 - b. South Orangetown Substitute Teachers List;

- c. The District will not call substitute teachers from another district until the preferred list as defined in Article XXI(F) of the EASO Agreement and the South Orangetown Substitute Teachers list is exhausted. However, the District reserves the right to appoint specific substitutes at its discretion, upon a teacher's request for that substitute, after the preferred list is exhausted.
- C2. The building principal will have the right to determine who may or may not work in his/her building.
- D. **MILEAGE.** When a substitute teacher is substituting for a teacher whose assignment is in two or more buildings during one day, such substitute teacher will be paid mileage at the District's prevailing mileage rate for travel between buildings. Such mileage will be paid by voucher submitted to the business office through the personnel office on mileage forms available in each school office.
- E. **DELAYED OPENINGS.** Substitute teachers will receive a full day's pay for delayed openings and early closing for emergencies.
- F. **PARTIAL DAYS.** Any substitute teacher working less than three and one-half hours will receive one-half day's pay.
- G. **TEACHER REGISTRY.** The substitute teachers will be notified of any changes in directives given to the Teacher Registry.
- H. **SICK LEAVE.** A substitute teacher who moves to Level Z, BA Step 2, shall receive two (2) days sick leave.
- I. **VACANCIES.** Notices relative to long term substituting assignments will be made available to all substitute teachers. Information will be mailed to unit officers.

- J. **EVALUATION CLAUSE.** Evaluation is a cooperative responsibility between the Administration and the Substitute Teacher and is viewed as an on-going process throughout each working year. While the District may periodically evaluate unit members with certified administrators performing the evaluations, at least annually a summative evaluation will be conducted for substitutes that work in excess of 40 days in a single fiscal year. Any changes to the form of the evaluation shall be subject to the Association's approval; provided, however, that the District shall have the right to change the evaluation standards and criteria without such approval. Substitutes shall receive copies of any and all written evaluations and shall have the right to attach a response.
- K. **SMOKE-FREE ENVIRONMENT.** Smoking is prohibited within the school buildings of South Orangetown, and it is prohibited on the school premises when school is in session or when there are student activities. The District shall make smoking cessation programs available for all employees who elect to participate in these district-sponsored programs.
- L. **KEYS FOR CLASSROOMS.** Keys for classrooms and restrooms shall be provided to all substitutes.

ARTICLE IV PROFESSIONAL DEVELOPMENT

Notices relative to in-service training shall be made available to all substitute teachers. Information will be mailed to unit officers. The procedure followed shall be mutually agreed upon.

ARTICLE V
GRIEVANCE PROCEDURE

A. **PURPOSE.** It is the policy of the District and the Substitute Teachers' Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlement at any stage shall bind the immediate parties to the settlement, but shall not take precedence in a later grievance proceeding.

B. **DEFINITIONS.**

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application except that the Preamble shall not be the basis for any grievance.
2. A "substitute teacher" is any person in the unit covered by this Agreement.
3. An "aggrieved party" is the substitute teacher or group of substitute teachers who submit a grievance or on whose behalf it is submitted, and the South Orangetown Substitute Teachers Association when it submits a grievance to the District.

C. **SUBMISSION.**

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when, and the place where, the alleged events or conditions constituting the grievance

existing, and, if known, the identity of the persons responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

4. (A) A substitute teacher or group of substitute teachers may submit grievances which effect only the school in which they work and shall submit such grievances to the building principal through a representative to the Substitute Teachers.

(B) Substitute teachers may submit any grievance related to the terms and conditions of this contract. If it is limited in effect to one school, the grievance may be submitted to one building principal. Otherwise, it shall be submitted directly to the Superintendent of Schools or designee.

D. GRIEVANCE PROCEDURE

1. The building principal shall respond in writing to each grievance received. The principal's refusal to consider the grievance can be an appropriate response. If an aggrieved party is not satisfied with the response of the building principal, or if no response is received within one calendar week after the submission of the grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.
2. The Superintendent of Schools or designee shall, upon request, confer with the representatives of the Substitute Teachers with respect to all grievances submitted

to him or her under this Article and shall deliver to the aggrieved parties a written statement of his or her position with respect to such grievance no later than two weeks after it is received. The decision of the Superintendent will be the sole remedy and binding on all parties.

E. **MISCELLANEOUS.** All papers dealing with the processing of a grievance shall be filed separately from the personnel files. Such files shall be maintained by the District, and, together with such other records as may be necessary for the processing of the grievance. Such papers shall be available for inspection and copying by an aggrieved party and Substitute Teachers.

ARTICLE VI NEGOTIATION PROCEDURES

The District and Substitute Teachers will exchange their proposals for a new agreement no later than February 1st prior to the expiration of the existing agreement.

ARTICLE VII **SALARY PROVISIONS**

Unit members will receive compensation as set forth below:

<u>LEVEL</u>	<u>CRITERIA</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Level X (sunsets 6/30/07)	Days 1-20	\$109.01	\$112.00	\$115.00	\$119.00
(sunsets 6/30/07)	Days 21+	\$131.64	\$136.00	(N/A)	(N/A)
Level X (effective 7/01/07)	Per Diem	\$109.01	\$112.00	\$115.00	\$119.00
Level Y	300 Days in last six (6) years	\$150.08	\$154.00	\$158.00	\$162.00
Grandfather Y	Hired prior to 7/1/94, never revert back to Days 1-21+	\$150.08	\$154.00	\$158.00	\$162.00
Level Z	Designated assignment (Days 1-40)	\$152.89	\$156.00	\$160.00	\$164.00
Level Z	Designated assignment (Day 41+)	BA Step 2 Prorated retroactive to Day 1 See Teacher's contract			


This Agreement will be in effect from July 1, 2005 and continue in full force and effect to June 30, 2009.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 18th
day of January, 2007.

**SOUTH ORANGETOWN CENTRAL SCHOOL
DISTRICT**

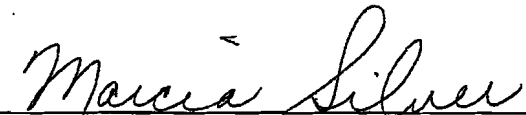
BY: 
PRESIDENT, BOARD OF EDUCATION

BY: 
SUPERINTENDENT OF SCHOOLS

BY: 
DISTRICT CLERK

**SOUTH ORANGETOWN SUBSTITUTE
TEACHERS ASSOCIATION**

BY: 
CO-PRESIDENT

BY: 
CO-PRESIDENT

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